

AG Contract No. KR98 0330TRN
ECS File: JPA 98-21
Project No.: BR-900-0(161)P
TRACS No.: H4471 01D
Section: Inspect Steel Bridges

NO. 01-04-A-125159-1098
AMENDMENT NO. _____
This number must appear on all invoices, correspondence, and documents pertaining to this contract

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
PIMA COUNTY, ARIZONA

THIS AGREEMENT is entered into 12 November, 1998, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and PIMA COUNTY, ARIZONA acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.
2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.
3. Congress has authorized appropriations for, but not limited to, the construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.
4. Such project within the boundary of the County has been selected by the County; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.

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NO 22783
Filed with the Secretary of State
Date Filed: 11/12/98

Petrey Gayless
Secretary of State

By Nicky J. Greenwald

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the County by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work embraced by this agreement and the estimated cost are as follows:
Bridge Inspection.

Estimated Project Cost	\$ 12,500.00
Federal Aid Funds @ 80%	\$ 10,000.00
County Funds @ 20%	\$ 2,500.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The cost of the work covered by this agreement is to be borne by FHWA and the County, each in the proportion prescribed and determined by FHWA.

2. Therefore, the County agrees to furnish and provide County funds to the State in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The County may request the State, as authorized agent for the County, and all at County expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work, consisting of, but not specifically limited to, the review and approval of the County prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the County, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

4. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any

provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

2. The cost of the work covered by this agreement is to be borne by FHWA and the County, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, the County agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement shall remain in force and effect until completion of the work herein embraced; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

5. This agreement ^{may} ~~shall~~ be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, AZ 85007


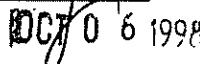
Pima County
Public Works Director
201 N. Stone 1st floor
Tucson, AZ 85701


9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PIMA COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

By 
MIKE BOYD  6 1998
Chairman
Board of Supervisors

By 
PETER L. ENO
Contract Administrator

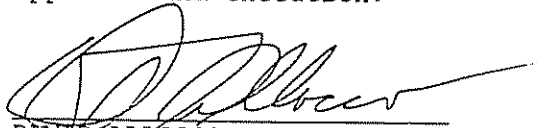
ATTEST:

By 
LORI GODOSHIAN
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 10th day of February 1998, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Pima County for the purpose of defining responsibilities for the inspection of county bridges.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read "D. Allocco", written over a horizontal line.

DAVID ALLOCCO, Manager
Engineering Technical Group
for Larry S. Bonine, Director

RESOLUTION NO. 1998198

RESOLUTION OF PIMA COUNTY BOARD OF SUPERVISORS APPROVING AND AUTHORIZING THE EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION (ADOT), WHICH AGREEMENT PROVIDES FUNDING TO ADOT FOR THE INSPECTION OF STEEL BRIDGES IN PIMA COUNTY (JPA 98-21).

(ALL DISTRICTS)

WHEREAS, Pima County has determined it to be in the best interest of the Public to enter into the Intergovernmental Agreement with ADOT for the purpose of funding the inspection of steel bridges within Pima County by ADOT, and defining the responsibilities of the parties; and

WHEREAS, ADOT agrees to provide inspection services in compliance with Federal Highway Administration standards for the purpose of allocating future federal appropriations for steel bridge repairs; and

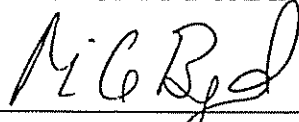
NOW, THEREFORE, UPON MOTION DULY MADE, SECONDED AND CARRIED, BE IT RESOLVED:

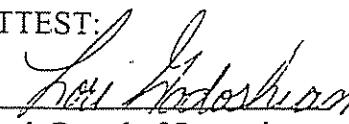
THAT Pima County enter into the Intergovernmental Agreement with ADOT for the purpose of funding the inspection activities, and defining the responsibilities of the parties for compliance with Federal Highway Administration standards.


THAT the Chairman of this Board is hereby authorized and directed to sign the Intergovernmental Agreement with the Arizona Department of Transportation.

PASSED, ADOPTED AND APPROVED this 06 day of Oct, 1998

PIMA COUNTY BOARD OF SUPERVISORS


Chairman OCT 0 6 1998

ATTEST:

Clerk Board of Supervisors

APPROVED AS TO FORM:

Deputy County Attorney

APPROVAL OF THE PIMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and PIMA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

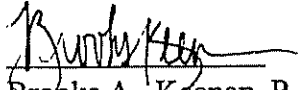
DATED this 9th day of September, 1998.

Joe Gilbrat

County Attorney

APPROVAL

The foregoing Intergovernmental Agreement (JPA 98-21), by and between the Arizona Department of Transportation and Pima County, has been reviewed and is hereby approved as to content.



Brooks A. Keenan, P.E.

Director

Pima County Department of Transportation
and Flood Control District

9/14/98

date



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2997

GRANT WOODS
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-0330TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE November 5, 1998.

GRANT WOODS

Attorney General

A handwritten signature in black ink, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH

Assistant Attorney General

Transportation Section

JRR:et/16529

Enc.